

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES
FEDERAL TRADE COMMISSION AND THE FEDERAL REPUBLIC OF NIGERIA'S
FEDERAL COMPETITION AND CONSUMER PROTECTION COMMISSION AND
ECONOMIC AND FINANCIAL CRIMES COMMISSION ON MUTUAL ENFORCEMENT
ASSISTANCE IN CONSUMER PROTECTION MATTERS**

The United States Federal Trade Commission ("FTC"), and the Federal Republic of Nigeria's Federal Competition and Consumer Protection Commission ("FCCPC") and Economic and Financial Crimes Commission ("EFCC") (each "a Participant"),

RECOGNIZING that fraudulent and deceptive commercial practices, and other unlawful conduct against consumers, undermine the integrity of both domestic and global

1. cooperate with respect to the enforcement of the Applicable Consumer Protection Laws, including sharing Information that a Participant believes would be relevant to investigations or enforcement proceedings regarding Covered Violations of the Applicable Consumer Protection Laws, consumer complaints and other personally identifiable information, that a Participant believes would be relevant to investigations or enforcement proceedings regarding Covered Violations of the Applicable Consumer Protection Laws;
2. facilitate mutual exchange of knowledge and expertise through training programs and staff exchanges;
3. facilitate research and education related to consumer protection;
4. promote a better understanding by each Participant of economic and legal conditions and theories relevant to the enforcement of the Applicable Consumer Protection Laws; and
5. inform each other of developments in their respective countries that relate to this Memorandum.

C. In furtherance of these common interests, and consistent with Section IV, the Participants intend to use best efforts to:

1. share Information, including consumer complaints and other personally identifiable information, that a Participant believes would be relevant to investigations or enforcement proceedings regarding Covered Violations of the Applicable Consumer Protection Laws;
2. provide investigative assistance in appropriate cases, including obtaining Information under the Participants' respective legal authorities, on behalf of the other Participant;
3. exchange and provide other relevant information in relation to matters within the scope of this Memorandum, such as information relevant to consumer and business education; government and self-regulatory enforcement solutions; amendments to relevant legislation; and staffing and resource issues;
4. pursue further staff exchanges and joint training programs;
5. coordinate enforcement against cross-border Covered Violations that are priority issues for the Participants;

6. provide other appropriate assistance that would aid in the enforcement against Covered Violations;
7. engage in enforcement cooperation to address the use of wire transfers with a nexus to Covered Violations;
8. continue membership in, and the use of complaint data from, the multinational project www.econsumer.gov; and
9. coordinate participation in efforts to address consumer protection issues relating to spam and cyber threat enforcement, including participation in the UCENet.

D. Joint Implementation Committee

The Participants intend to establish a Joint Implementation Committee, made up of not more than three representatives from each Participant, which is expected to meet at least twice a year, either in person or by telephone or videoconference, in order to:

1. discuss pending Reque 0.67 (m)-3 2 Tw 12 5 Tdoad(h)10 ((by)14 (t)2 (he)10 TJ 6.7

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V. Confidentiality and Data Safeguards Certification

- A. When disclosing Information under this Memorandum, the Participants intend to set out: that the Information is disclosed for official law enforcement purposes; whether there may be any further onward disclosure of the Information, and if so, the procedures for doing so; and whether the Information may be used for any other purpose. To the fullest extent possible, and consistent with their respective laws, each Participant intends to certify the confidential treatment of Information received under this Memorandum, including the existence of an investigation to which the Information relates. The Participants plan to treat the shared Information, the existence of the investigation to which the Information relates, and any Requests made pursuant to this Memorandum as confidential, and do not intend to further disclose or use this Information for purposes other than those for which it was originally shared, which may include assistance from a third party, without the prior written consent of the Requesting Participant.
- B. Each Participant is to use best efforts, consistent with its laws, to safeguard the security of any Information received under this Memorandum and respect any safeguards decided upon by the Participants involved in the Request. In the event of any unauthorized access or disclosure of the Information, the Participants are to take all reasonable steps to prevent a recurrence of the event and to promptly notify any other affected Participant of the occurrence.
- C. The Participants recognize that Information exchanged in connection with investigations and enforcement often contains personally identifiable information. If the Requesting Participant wishes to obtain confidential Information that includes personally identifiable information, the Participants understand that they are to take additional appropriate measures to safely transmit and safeguard the Information containing personally identifiable information. Protective measures include, but are not limited to, the following examples and their reasonable equivalents, which may be used separately or combined as appropriate to particular circumstances:
1. transmitting the Information in an encrypted format;
 2. transmitting the Information directly by a courier with package tracking capabilities;
 3. maintaining the Information in secure, limited access locations (e.g., password-protected files for electronic information and locked storage for hard-copy information); and
 4. if used in a proceeding that may lead to public disclosure, redacting personally identifiable information or filing under seal.

VI. Disclosure of Confidential Information

A. Notwithstanding Section V.A, the Participants understand that:

1. A Participant may disclose Information provided pursuant to this Memorandum in response to a formal demand from the Participant's country's legislative body or an order issued from a court with proper jurisdiction in an action commenced by the Participant or its government; and
2. Information obtained in connection with the investigation or enforcement of criminal laws may be used for the purpose of investigation, prosecution, or prevention of violations of a Participant's country's criminal laws.

B. The Participants should oppose, to the fullest extent possible consistent with their respective laws, any application by a third party for disclosure of confidential Information received from a Requested Participant, unless the Requested Participant consents to its release. The Participant that receives such an application is to notify forthwith the Participant that provided it with the confidential Information. This is not understood to require a Participant to appeal every decision of a court or tribunal ordering it to disclose Information. In such a case, the Participants should consult each other on next steps. Moreover, nothing in this provision is understood to interfere with the defendant's right to obtain certain exculpatory information in a criminal proceeding.

VII. Retention of Materials

- A. Participants understand they are expected to not retain Materials for longer than is reasonably needed to fulfil the purpose for which the Materials were shared, or any document retention required by the Requesting Participant's country's laws, whichever is longer.
- B. The Participants recognize that in order to fulfil the purpose for which the

for return or deletion or otherwise within a reasonable time once the Materials are no longer required.

VII

X. Legal Effect

Nothing in this Memorandum is intended to:

- A. Create binding obligations, or affect existing obligations, under international or domestic law.
- B. Prevent a Participant from seeking assistance from or providing assistance to the other Participants pursuant to other agreements, arrangements, or practices.
- C. Affect any right of a Participant to seek information on a lawful basis from a Person located in the territory of the other Participant's country, or preclude any such Person from voluntarily providing legally obtained information to a Participant.

ANNEX 1

Applicable Consumer Protection Laws

For Nigeria:

1. The Federal Competition and Consumer Protection Commission Act of the Federation of Nigeria, 2018 and all the Regulations made pursuant thereto.
2. Part II of the Economic and Financial Crimes Commission (Establishment) Act 2004.

For the United States of America:

The Federal Trade Commission Act, 15 U.S.C. §§ 41-58, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108, the CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713, and other consumer protection laws, and the

ANNEX 2

Standard Request Form

agencies. See, e.g., 5 U.S.C. § 552a (Privacy Act of 1974). There are certain, discrete circumstances in which the FTC may disclose a person's confidential information for a specific use. For example, the FTC Act does not bar the agency's use of a person's confidential information in judicial and administrative proceedings. However, the Federal Rules of Civil Procedure and FTC Rules of Practice include procedures to protect confidential information used in judicial proceedings or FTC administrative proceedings. For instance, the person providing information may seek a protective order to prevent confidential information from being made public or from being used outside the court proceeding. See Fed. R. Civ. P. 26(c); 16 C.F.R. § 3.31(d) (requiring Administrative Law Judge in FTC proceeding to issue a specific protective order). In addition, the FTC Act does not prohibit the agency from complying with information requests from Congress. In the event of such a request, however, the agency must notify the submitter of the information, and the agency can request confidential treatment of any information that may be shared.

The FTC is also subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, which requires the agency to provide access to certain existing government records to the public. The law recognizes, however, that the disclosure of certain information could be harmful. It therefore recognizes exceptions and excludes some records, or portions of records, from release including certain law enforcement records (e.g., certain investigatory files) including from foreign agencies. In addition, under Section 21(f) of the FTC Act as amended by the U.S. SAFE WEB Act, the FTC may also withhold from disclosure:

(i) any material obtained from a foreign law enforcement agency or other foreign government agency, if the foreign law enforcement agency or other foreign government agency has requested confidential treatment, or has precluded such disclosure under other use limitations, as a condition of providing the material;

(ii) any material reflecting a consumer complaint obtained from any other foreign source, if that foreign source supplying the material has requested confidential treatment as a condition of providing the material; or

(iii) any material reflecting a consumer complaint submitted to a Commission reporting mechanism sponsored in part by foreign law enforcement agencies or other foreign government agencies.

For the FCCPC:

The FCCPC pursuant to its statutory obligations under Section 105(6)(d) of the Federal